

PROB 12A
(12/98)FILED
JAMES HALL
CLERK

United States District Court

for

2008 APR 23 AM 7:57

Southern District of Ohio

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTON, OHIO 44890

Report on Offender Under Supervision

Name of Offender: **Richard Wayne Depew**Case Number: **1:01CR00039**Name of Sentencing Judicial Officer: **The Honorable Sandra S. Beckwith
Chief United States District Judge**Date of Original Sentence: **November 13, 2001**Original Offense: **Count 2: Bank Robbery and Assault, in violation of Title 18 21 Sections 2113(a) and (d), and Count 3: Brandishing of a Firearm During the Commission of a Crime of Violence, in violation of Title 18 Section 924(c)(1)(A)(ii).**Original Sentence: **6 months (Count 2), and 48 months (Count 3:) to run consecutive, followed by 36 month(s) supervised release, to run concurrently.**Type of Supervision: **Term Of Supv Rel**Date Supervision Commenced: **April 29, 2005****NON-COMPLIANCE SUMMARY**

The offender has not complied with the following condition(s) of supervision:

<u>Violation Number</u>	<u>Nature of Noncompliance</u>
#1	<p>The offender was sentenced as indicated above. In addition to the standard conditions of supervision, he was ordered to comply with additional conditions of supervision as follows: 1) The defendant shall obey all federal, state and local laws; 2) The defendant shall not possess a controlled substance, and must submit to one drug test within 15 days of release and at least two periodic drug tests thereafter; 4) The defendant shall not open any new lines of credit without the permission of his probation officer and, upon request, submit to his probation officer any financial information requested; 5) The defendant shall participate in a substance abuse treatment program, which may include drug testing; 6) At the direction of the probation officer, the defendant shall participate in and successfully complete a mental health counseling program; and 7) the defendant shall pay a special assessment of \$200, and restitution in the amount of \$27,400 (jointly and severally).</p> <p>The offender's term of supervision commenced on April 29, 2005. The offender has complied with all conditions as ordered. Effective May 5, 2005, a payment schedule was devised and the offender has consistently paid toward his outstanding financial obligations as ordered. To date, his special assessment is paid in full. He was ordered to pay his restitution at a rate of \$35.00 per month. His current balance is \$21,573.42. The total amount collected to date, from all defendants, is \$6,356.05, of which the offender has contributed \$1,223.00.</p>

U.S. Probation Officer Action: **Mr. Depew has done remarkably well under supervision. He complied with all conditions of his supervision. He successfully completed substance abuse treatment effective May 9, 2006. Additionally, following a mental health assessment, it was determined that he was not in need of any mental health counseling.**

In April 2005, the offender obtained a position with Wine Cellar Innovations. In the last year, the offender has been promoted twice. His employer continues to speak very highly of him and his abilities. In February 2007, the offender became engaged to his girlfriend (Monica Willey) who is the mother of his daughter. Depew advised he wants to make sure he is financially secure and able to provide for his family, prior to setting a date for his wedding. They appear to be a happy couple and Monica remains supportive of Depew.

The offender has proven himself reliable to his employer and this writer believes he will continue to make improvements in his personal life. He appears to have gained valuable insight into his negative behavior for which he served a period of incarceration. He advised this writer that he never wants to make that kind of mistake again.

Based on his overall success, it is recommended that the offender's case be allowed to close with a balance owing. Depew signed the consent agreement and understands that he will be required to continue paying his outstanding restitution balance through the financial litigation unit.

Respectfully submitted,

Approved,

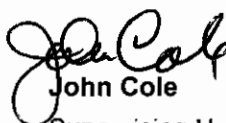
by

 by

Michelle Merrett

U. S. Probation Officer

Date: **April 8, 2008**

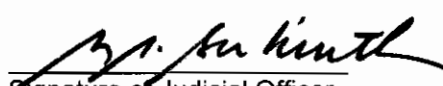


John Cole

Supervising U. S. Probation Officer

Date: **April 8, 2008**

-
- ☒ I concur with the recommendation of the Probation Officer
☐ Submit a Request for Modifying the Condition or Term of Supervision
☐ Submit a Request for Warrant or Summons


Signature of Judicial Officer

4/22/08
Date



UNITED STATES PROBATION DEPARTMENT

SOUTHERN DISTRICT OF OHIO
110 Potter Stewart U.S. Courthouse
100 East Fifth Street
Cincinnati, Ohio 45202-3980

513-564-7575 PHONE
513-564-7587 FAX

Date: May 31, 2007
Office of the United States Attorney
Southern District of Ohio
Financial Litigation Unit
303 Marconi Boulevard, Suite 200
Columbus, Ohio 43215-2401
Attn: Ms. Clotile Turner, Legal Assistant

Re: DEPEW, Richard Wayne
Docket No: 1:01CR00039

Restitution Balance

Dear Ms. Turner:

Attached, please find the signed notice of consent agreement in the above mentioned case.
The offender has agreed to continue paying his financial obligation at a rate of \$35 per month.

Upon the agreement being signed by AUSA Sanders, please forward a copy to this office
as we would like to make a request to the Court for early termination in this case.

Your assistance in this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, which appears to read "Michelle Merrett", is written over the typed name.

Michelle Merrett
United States Probation Officer

cc: File

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

: CASE NO: 1:01CR00039

: JUDGE The Honorable Sandra S. Beckwith

Richard Wayne Depew ,

Defendant.

NOTICE OF CONSENT AGREEMENT

On November 13, 2001, the Court entered a Judgment against Defendant, Richard Wayne Depew, imposing special assessments, fines and/or restitution in the amount of \$27,600.00. As of May 31, 2007, there remains a balance due of \$ 26,352.00, inclusive of interest, if applicable.

The United States of America and Richard Wayne Depew, hereby stipulate and agree to enter into a payment schedule to satisfy the balance of \$ 26,352.00, plus any statutory interest, pursuant to 18 U.S.C. §3612(f) pursuant to the following terms:

1. The Defendant, Richard Wayne Depew, shall pay the sum of no less than \$ 35.00 per month, on or before the first day of each month, beginning the first day of the month following expiration of supervision and continuing each and every month thereafter until the entire obligation is paid in full, including any accrued interest.

2. The Defendant, Richard Wayne Depew, shall send the monthly payments by cashier's check or money order, made payable to the *Clerk, United States District Court*, and mailed to:

United States Clerk of Courts
324 Potter Stewart U. S. Courthouse
100 E. Fifth Street
Cincinnati, Ohio 45202

NOTE: The case number and defendant's name must be printed on the check.

3. The Defendant, Richard Wayne Depew, agrees and understands that he must submit an updated Financial Statement to the United States for annual review upon demand. Upon review of the Financial Statement, the monthly amount may be increased or decreased accordingly or a lump sum payment may be demanded if it is determined that the defendant has the assets to pay all or a substantial portion of the monetary obligation.

4. The Defendant, Richard Wayne Depew, understands that besides the regular monthly payment, the United States may submit the debt to the Department of Treasury for inclusion in the Treasury Offset Program. Under this program, any federal payments Defendant would normally receive may be offset and applied to this debt.


5. The Defendant, Richard Wayne Depew, agrees and understands that if any payment is not timely made on or before the date when due, or if Defendant fails to submit financial documentation or agree to an increase in monthly payments as described in paragraph 3 above, then the entire unpaid balance then remaining shall become immediately due and payable without demand or notice of any kind, and the United States of America may take action as it has a legal right to do to collect all of the money due it by execution, levy, garnishment, offset or otherwise.

6. The Defendant, Richard Wayne Depew, shall be obligated to notify the United States Attorney's Office, Southern District of Ohio, in writing of any material change in his financial situation or ability to pay, and of any change in his employment or place of residence. Unless otherwise notified by the United States, all such information shall be sent to the Financial Litigation Unit, United States Attorney's Office, 303 Marconi Boulevard, Suite 200, Columbus, Ohio 43215-2401.

7. The Defendant, Richard Wayne Depew, understands that the United States has filed or will file a lien against all real and personal property in which Plaintiff has (or will have) a substantial interest and that the filing of such lien (or assertion of such lien in the event any such property is sold, transferred, refinanced or used as collateral) shall not constitute a violation of the terms of this agreement.

8. The parties agree that upon the complete satisfaction of the judgment entered herein, the United States will file a satisfaction of judgment upon the records of this Court and upon the records of any other Court in which it may be recorded and will remove the lien of said judgment wherever recorded.

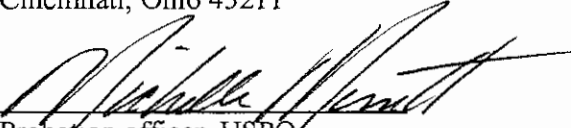
The parties consent to the terms of the above-specified agreement.



Richard Depew
3809 Dina Terrace, Apt. 9
Cincinnati, Ohio 45211

5-31-07

Date



Probation officer, USPO

5/31/07

Date

GREGORY G. LOCKHART
UNITED STATES ATTORNEY

Deborah F. Sanders
Assistant United States Attorney

Date

FILE COPY



UNITED STATES PROBATION DEPARTMENT

SOUTHERN DISTRICT OF OHIO
110 Potter Stewart U.S. Courthouse
100 East Fifth Street
Cincinnati, Ohio 45202-3980

513-564-7575 PHONE
513-564-7587 FAX

Date: April 18, 2008
Office of the United States Attorney
Southern District of Ohio
Financial Litigation Unit
303 Marconi Boulevard, Suite 200
Columbus, Ohio 43215-2401
Attn: Ms. Clotile Turner, Legal Assistant

Re: DEPEW, Richard Wayne
Docket No: 1:01CR00039

Restitution Balance

Dear Ms. Turner:

Attached, please find the signed notice of consent agreement in the above mentioned case. The offender has agreed to continue paying his financial obligation at a rate of \$35 per month.

Upon the agreement being signed by AUSA Sanders, please forward a copy to this office as we would like to make a request to the Court for early termination in this case.

Your assistance in this matter is greatly appreciated.

Sincerely,

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Michelle Merrett

United States Probation Officer

cc: File

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

: CASE NO: 1:01CR00039

: JUDGE The Honorable Timothy S. Black

Richard Wayne Depew ,

Defendant.

NOTICE OF CONSENT AGREEMENT

On November 13, 2001, the Court entered a Judgment against Defendant, Richard Wayne Depew, imposing special assessments, fines and/or restitution in the amount of \$27,600.00. As of April 15, 2008, there remains a balance due of \$ 21,573.42, inclusive of interest, if applicable.

The United States of America and Richard Wayne Depew, hereby stipulate and agree to enter into a payment schedule to satisfy the balance of \$ 21,573.42, plus statutory interest, if applicable, pursuant to 18 U.S.C. §3612(f) pursuant to the following terms:

1. The Defendant, Richard Wayne Depew, shall pay the sum of no less than \$35.00_ per month, on or before the first day of each month, beginning the first day of the month following expiration of supervision and continuing each and every month thereafter until the entire obligation is paid in full, including any accrued interest.

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8. The parties agree that upon the complete satisfaction of the judgment entered herein, the United States will file a satisfaction of judgment upon the records of this Court and upon the records of any other Court in which it may be recorded and will remove the lien of said judgment wherever recorded.

The parties consent to the terms of the above-specified agreement.



Richard Depew:
3271 Old Oxford Road
Hamilton, Ohio 45013

4/16/08

Date



Probation Officer, USPO KM

4/16/08

Date

GREGORY G. LOCKHART
UNITED STATES ATTORNEY

Deborah F. Sanders
Assistant United States Attorney

Date